

SUPPORT EMPLOYEE DEFINED

Support employees are employees who are not administrators or employees in positions which require an Iowa Department of Education teaching license and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Support employees shall include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for support employee positions. Job descriptions may be approved by the board.

Support employees required to hold a license for their position must present evidence of their current license to the board secretary prior to payment of wages each year.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: Iowa Code §§ 20; 279.8 (2005).

Cross Reference: 405.1 Licensed Employee Defined
411.2 Support Employee Qualifications, Recruitment, Selection
412.3 Support Employee Group Insurance Benefits

Approved November 2009

Reviewed October 2009

Revised May 2008

SUPPORT EMPLOYEE - QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a support employee position will have an opportunity to apply and qualify for support employee positions in the school district without regard to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.. Job applicants for support employee positions will be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state or other license or certificate, if required, for the position.

Announcement of the position will be through means the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications will be returned to the central administration office. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who directly supervises and oversees the position.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e *et seq.* (1994)
42 U.S.C. §§ 12101 *et seq.* (1994).
Iowa Code §§ 35C; 216; 279.8; 294.1 (2005).

Cross Reference: 401.2 Equal Employment Opportunity
411 Support Employees - General

Approved November 2009

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SUPPORT EMPLOYEE CONTRACTS

The board may enter into written contracts with support employees employed on a regular basis. The contract will state the terms of employment.

Each contract will include a 15 day cancellation clause. Either the employee or the board must give notice of the intent to cancel the contract at the end of 15 days. This notice will not be required when the employee is terminated during a probationary period or for cause.

Support employees will receive a job description stating the specific performance responsibilities of their position.

It is the responsibility of the superintendent to draw up and process the support employee contracts and present them to the board for approval. The contracts, after being signed by the board president, are filed with the board secretary.

Legal Reference: Iowa Code §§ 20; 279.7A; 285.5(9) (2005).

Cross Reference: 411 Support Employees - General
412.1 Support Employee Compensation
412.2 Support Employee Wage and Overtime Compensation
413 Support Employee Termination of Employment

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Reviewed October 2009

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SUPPORT EMPLOYEE LICENSING/CERTIFICATION

Support employees who require a special license or other certification shall keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Iowa Department of Education for the position.

Legal Reference: Iowa Code §§ 272.6; 285.5(9) (2005).
281 I.A.C. 12.4(10); 36; 43.12-.24.

Cross Reference: 411.2 Support Employee Qualifications, Recruitment, Selection

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SUPPORT EMPLOYEE ASSIGNMENT

Determining the assignment of each support employee is the responsibility of the superintendent and within the sole discretion of the board. In making such assignments each year the superintendent along with the building principals shall consider the qualifications of each support employee and the needs of the school district.

It shall be the responsibility of the superintendent to assign support employees and report such assignments to the board.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: Iowa Code §§ 20; 279.8 (2005).

Cross Reference: 200.3 Powers of the Board of Directors
411.6 Support Employee Transfers

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SUPPORT EMPLOYEE TRANSFERS

Determining the location where a support employee's assignment will be performed is the responsibility of the superintendent and within the sole discretion of the board. In making such assignments each year the superintendent shall consider the qualifications of each support employee and the needs of the school district.

A transfer may be initiated by the employee, the principal or the superintendent.

It shall be the responsibility of the superintendent to transfer support employees and report such transfers to the board.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e *et seq.* (1994)
42 U.S.C. §§ 12101 *et seq.* (1994).
Iowa Code §§ 20.9; 35C; 216; 279.8; 294.1 (2005).

Cross Reference: 411.2 Support Employee Qualifications, Recruitment, Selection
411.5 Support Employment Assignment

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SUPPORT EMPLOYEE EVALUATION

Evaluation of support employees on their skills, abilities, and competence shall be an ongoing process supervised by the superintendent. The goal of the formal evaluation of support employees shall be to maintain support employees who meet or exceed the board's standards of performance, to clarify each support employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

It shall be the responsibility of the superintendent to ensure support employees are formally evaluated annually. New and probationary support employees shall be formally evaluated at least twice a year.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: Aplington Community School District v. PERB, 392 N.W.2d 495 (Iowa 1986).
 Saydel Education Association v. PERB, 333 N.W.2d 486 (Iowa 1983).
 Iowa Code §§ 20.9; 279.14 (2005).
 281 I.A.C. 12.3(4).

Cross Reference: 411.2 Support Employee Qualifications, Recruitment, Selection
 411.8 Support Employee Probationary Status

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SUPPORT EMPLOYEE PROBATIONARY STATUS

The first 90 days of a newly employed support employee's contract shall be a probationary period. "Day" shall be defined as one work day regardless of full-time or part-time status of the employee. New employees, regardless of experience, shall be subject to this probationary period.

"New" employees includes individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the board during the school year prior to the one for which contracts are being issued.

Only the board, in its discretion, may waive the probationary period.

Legal Reference: Iowa Code §§ 20; 279.8 (2005).

Cross Reference: 411.3 Support Employee Contracts
411.7 Support Employee Evaluation

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SUPPORT EMPLOYEE COMPENSATION

The board shall negotiate the compensation to be paid for the support employees' positions, keeping in mind the education and experience of the support employee, the educational philosophy of the school district, the financial condition of the school district and any other considerations as deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board annually regarding the compensation of support employees.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 (2005).

Cross Reference: 411.3 Support Employee Contracts
412.2 Support Employee Wage and Overtime Compensation

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SUPPORT EMPLOYEE WAGE AND OVERTIME COMPENSATION

Each non-exempt employee compensated on an hour-by-hour basis, whether full-or part-time, permanent or temporary, will be paid no less than the prevailing minimum wage. Whenever a non-exempt employee must work more than forty hours in a given work week, the employee shall be compensated at one and one-half times their regular hourly wage rate. This compensation shall be in the form of overtime pay or compensatory time as defined by the contract. Overtime will not be permitted without prior authorization of the superintendent.

Each non-exempt employee paid on an hour-by-hour basis must complete, sign, and turn in a daily time record showing the actual number of hours worked. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

It is the responsibility of the board secretary to maintain wage records.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: Garcia v. San Antonio Metropolitan Transit Authority, 469 U.S. 528 (1985).
29 U.S.C. §§ 206 *et seq.* (1994).
29 C.F.R. Pt. 511-800 (2002).

Cross Reference: 411.3 Support Employee Contracts
412.1 Support Employee Compensation

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SUPPORT EMPLOYEE GROUP INSURANCE BENEFITS

Support employees may be eligible for group insurance benefits as determined by the board and required by law. The board shall select the group insurance program and the insurance company which will provide the program.

This policy statement does not guarantee a certain level of benefits. The board shall have the authority and right to change or eliminate group insurance programs for its support employees.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.9; 85; 85B; 279.12; 509; 509A; 509B (2005).

Cross Reference: 411.1 Support Employee Defined

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SUPPORT EMPLOYEE TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for support employees' tax sheltered annuity premiums purchased from any company the employee chooses or through an Iowa-licensed salesperson selected by the employee.

Support employees wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: Small Business Job Protection Act of 1996, Section 1450(a), repealing portions of IRS REG § 1.403(b)-1(b)(3).
Iowa Code §§ 20.9; 260C; 273; 294.16 (2005).
1988 Op. Att'y Gen. 38.
1976 Op. Att'y Gen. 462, 602.
1966 Op. Att'y Gen. 211, 220.

Cross Reference: 706 Payroll Procedures

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SUPPORT EMPLOYEE RESIGNATION

Support employees who wish to resign during the school year shall give the board notice of their intent to resign and final date of employment and cancel their contract 15 days prior to their last working day.

Notice of the intent to resign shall be in writing to the superintendent.

Legal Reference: Iowa Code §§ 91A.2, .3, .5; 279.19A; 285.5(9) (2005).

Cross Reference: 411.3 Support Employee Contracts
413 Support Employee Termination of Employment

Approved November 2009

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SUPPORT EMPLOYEE RETIREMENT

Support employees who will complete their current contract with the board may apply for retirement. No support employee will be required to retire at any specific age.

Application for retirement will be considered made when the support employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board if applicable, the employee's intent to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent.

Board action to approve a support employee's application for retirement shall be final, and such action constitutes termination of the employee's contract effective the day of the employee's retirement.

Support employees and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Legal Reference: 29 U.S.C. §§ 621 *et seq.* (1994).
Iowa Code §§ 91A.2, .3, .5; 97B; 216; 279.19A, .46 (2005).
581 I.A.C. 21.
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 401.14 Recognition for Service of Employees

Approved November 2009

Reviewed October 2009

Revised May 2008

SUPPORT STAFF VOLUNTARY EARLY RETIREMENT

The New Hampton Board of Education offers an early retirement plan for support staff. The purpose of an early retirement plan is to provide the opportunity to retire prior to age sixty-five (65). **This benefit is available from 5-11-2010 through 5-28-2010.**

Eligibility for voluntary early retirement is based on the following criteria for support staff who:

- 1) have reached age 55 or will reach age 55 on or before September 1, 2010, and
- 2) have completed at least 15 years of service to the New Hampton Community School District, and
- 3) submit an application for this program, together with a written request for acceptance of resignation (to become effective upon completion of duties for the current school year) on or before May 28 of the current school year, and
- 4) have their request for resignation and participation in this program approved by the Board of Education.

Approval of the accompanying request for resignation will be considered as final action of the employee's voluntary resignation and will constitute termination of his/her continuing contract at the date specified in the request.

An employee who elects to participate in this program will become a retired teacher/administrator and will be entitled to all rights and privileges of such a retiree under applicable law and policies of the New Hampton Board of Education.

Upon retirement support staff will be eligible to continue participation in the district's group health insurance program (subject to carrier contract requirements and all payment of premium requirements of the Board of Education). **The school district will contribute beginning July 1, 2010; \$537 per month for six months toward a health insurance premium or a lump sum of \$3222 (\$537 x 6 months).** All remaining premiums or portions thereof shall be the responsibility of the retiree and payments shall be made in a timely manner to the Board of Education *(This insurance coverage will cease when the licensed employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue beyond the employee's/retiree's sixty-fifth birthday for a period of up to five years or until the dependent reaches age sixty-five.)*

Application materials are to be addressed to the Superintendent of Schools.

Failure of the Board to approve the teacher's/administrator/s early retirement application shall make the certified employee's current contract with the Board continue in full force and effect.

Additional Conditions:

A. The adoption of this policy shall not vest any rights in any employee whether or not the employee is currently eligible for early retirement. The Board shall have the complete discretion to amend or repeal this

policy at any time when in the judgment of the Board the District no longer realizes economic benefits from this policy or otherwise determines that the policy is not in the best interests of the District. Provided the Board will review this procedure at the end of each year to determine whether to amend or repeal. Furthermore, the District shall not be obligated to provide any of the benefits to any employee after the date of such amendment or repeal, except to those employees whose early retirement pursuant to this policy has commenced prior to the amendment or repeal.

B. An employee who elects to participate in the District's early retirement program will become a retired employee and will be entitled to all rights and privileges of an employee under applicable law and policies of the New Hampton Board of Education; however, employees who elect to participate in this program shall not be eligible to be rehired in any capacity with the New Hampton Community School District which includes benefits; nor shall the New Hampton Community School District be required to accept an application for employment from an employee who elects to participate in the District's early retirement program with benefits. With the sole discretion of the Superintendent, the District may employ persons who elected to participate in the District's early retirement program as substitute teachers or other part-time or temporary employees. Each employee who elects to participate in the District's early retirement program must specifically agree to hold the District harmless and indemnify it if the employee attempts to submit an employee application or otherwise attempts to be reemployed with the District.

Legal Reference: 26 U.S.C. §162.
29 U.S.C. §621, et seq.
42 U.S.C. §2000e-11.
Iowa Code §§97B, 279.46, 601A (1991).
370 Iowa Admin. Code 8.
1974 Op. Att'y Gen. 11, 322.
1978 Op. Att'y Gen. 247.

Cross Reference: Certified Personnel Retirement

Approved April 2010 Reviewed _____ Revised 4-26-10

NEW HAMPTON COMMUNITY SCHOOL DISTRICT

AGREEMENT/WAIVER AND RELEASE

In consideration for the benefits that are being provided under the New Hampton Community School District's Early Retirement Policy the undersigned releases and waives all claims, whether known or unknown, arising out of or in the course of the employment relationship between the undersigned and the New Hampton Community School District; and specifically releases and waives any and all claims whether known or unknown with regard to breach of contract, Title VII, Age Discrimination in Employment Act (ADEA) claims, Older Workers Benefit Protection Act (OWBPA) claims, or any other claim of discrimination whether based on age or otherwise that the employee could claim against the District at the time of signing.

The New Hampton Community School District makes no representations regarding the legality or regulatory compliance of its plan. This release and waiver will apply to the New Hampton Community School District, its agents, and others including its officers, directors, representatives, administrators, staff, and employees.

The undersigned agrees that this release and waiver in no way can be used against the New Hampton Community School District as an admission of liability of any kind. Furthermore, the undersigned agrees to indemnify and hold the district harmless for any breach of this agreement to release and waive claims whether known or unknown against the New Hampton Community School District.

The parties agree that if any clause of this agreement is found to be invalid it shall not affect the validity of other provisions. This document contains the entire agreement between the parties and can only be modified by a subsequent written agreement. The undersigned acknowledges that his/her signature is given voluntarily and without threat or promise of additional benefit in consideration for the signature other than the consideration listed in this agreement. The undersigned acknowledges that he/she was advised of the right to consult an attorney regarding the terms and conditions and the benefits that will be provided through the Early Retirement Policy and this Release and Waiver. Furthermore, the parties acknowledge that the undersigned has a right to revoke this agreement/waiver and release without recourse for a period of 7 days following the execution of this release and waiver. Any payments or benefits provided for in this agreement/waiver and release will not commence prior to the expiration of the seven (7) day waiting period.

IN WITNESSETH WHEREOF, the parties have set their respective hand this _____ day
of _____ 2010.

Employee

Board President

NEW HAMPTON COMMUNITY SCHOOL DISTRICT
Early Retirement Program

AGREEMENT AND COVENANT TO NOT APPLY

I, the undersigned, agree by this covenant to not apply for employment in the New Hampton Community School District at any time in the future. Consideration for this covenant and agreement is the payment by the New Hampton Community School District of the early retirement benefits at the level of benefit elected by the undersigned. The effect of this agreement and covenant is to prevent the undersigned from making an application in the future for employment and when denied that employment, making a claim that the District discriminated by virtue of age, race, religion, creed, color, national origin, sex, or disability, by not rehiring the undersigned.

The undersigned further acknowledges and understands that this covenant is part of the early retirement program in the New Hampton Community School District.

Dated this _____ day of _____, 2010.

Signature _____
(Retiring Employee)

NEW HAMPTON COMMUNITY SCHOOLS
NEW HAMPTON, IOWA

TO: Superintendent of Schools
New Hampton Community School District

FROM: _____

RE: Application for participation in the voluntary early retirement program

I hereby submit my formal application for participation in the voluntary early retirement program. This action is taken in accordance with all requirements of Board of Education Policy (Voluntary Early Retirement).

My request for approval of release from my continuing contract with the district is attached and is made a part of this application. It is my understanding that my application and request for approval of resignation will be acted upon simultaneously by the Board of Education.

(Signature)

(Date)



Board of Education Action

_____ Approved

_____ Not Approved

Signature

Date

SUPPORT EMPLOYEE SUSPENSION

Support employees shall perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a support employee with or without pay pending board action on a discharge or during investigation of charges against the employee or for disciplinary purposes. It shall be within the discretion of the superintendent to suspend a support employee with or without pay.

In the event of a suspension, due process will be followed.

Legal Reference: Northeast Community Education Association v. Northeast Community School District, 402 N.W.2d 765 (Iowa 1987).
McFarland v. Board of Education of Norwalk Community School District, 277 N.W.2d 901 (Iowa 1979).
Iowa Code §§ 20.7, .24 (2005).

Cross Reference: 404 Employee Conduct and Appearance
413 Support Employee Termination of Employment

Approved November 2009

Reviewed October 2009

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SUPPORT EMPLOYEE DISMISSAL

The board believes support employees should perform their jobs, respect board policy and obey the law. A support employee may be dismissed upon thirty days notice or immediately for cause. Due process procedures shall be followed.

It shall be the responsibility of the superintendent to make a recommendation for dismissal to the board. A support employee may be dismissed for any reason, including, but not limited to, incompetence, willful neglect of duty, reduction in force, willful violation of board policy or administrative regulations, or a violation of the law.

Legal Reference: Iowa Code §§ 20.7, .24 (2005).

Cross Reference: 404 Employee Conduct and Appearance
413.3 Support Employee Suspension
413.5 Support Employee Reduction in Force

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Reviewed October 2009

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SUPPORT EMPLOYEE REDUCTION IN FORCE

It is the exclusive power of the board to determine when a reduction in support employees is necessary. Employees who are terminated due to a reduction in force shall be given thirty days notice. Due process will be followed for terminations due to a reduction in force.

It shall be the responsibility of the superintendent to make a recommendation for termination to the board. The superintendent will consider the relative qualifications, skills, ability and demonstrated performance through evaluation procedures in making the recommendations.

The requirements stated in the Master Contract between employees in that support bargaining unit and the board regarding of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.7, .24 (2005).

Cross Reference: 407.6 Licensed Employee Reduction in Force
413.3 Support Employee Suspension
413.4 Support Employee Dismissal
703 Budget

Approved November 2009

Reviewed October 2009

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